

EXHIBIT A

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SECTION I. NOTICE INVITING BIDS

This is an invitation to submit bids for completion of the Oxidation Pond Sediment Removal Pilot Project at the Sunnyvale Water Pollution Control Plant, including providing all tools, equipment, materials, apparatus, facilities, labor, supervision and management necessary for completion in accordance with all specifications.

NOTE: Bonds and insurance are required for this project. See Section II for details.

SECTION II. INSTRUCTIONS TO BIDDERS

- A. **Preparation of Bid** - Bid shall be made on the Bid Form included in this Invitation for Bids. Bidder shall enter all requested information in the appropriate spaces on the Bid Form. No oral, telephone, facsimile or electronic bids will be accepted. All costs of bid preparation shall be borne by the bidder.
- B. **Examination of Bid Documents** - The Bid Documents consist of this Invitation for Bids, each and every document listed in the Table of Contents of the invitation, and any addenda which may have been issued. Bidder shall thoroughly examine and be familiar with all Bid Documents. Submission of a bid shall constitute bidder's acknowledgment upon which the City may rely that bidder has thoroughly examined and is familiar with the Bid Documents. Failure or neglect of bidder to receive or examine all or part of the Bid Documents shall in no way relieve the bidder from any obligations with respect to this bid invitation or any resultant Purchase Order. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the Bid Documents.
- C. **Conformance to Bid Requirements** - Bid shall conform to the requirements of this Invitation for Bids. All requested attachments shall be submitted with the completed Bid Form and in the designated format. Failure to comply with all requirements may result in bid rejection.
- D. **Interpretation of Bid Documents and Addenda** - Should a bidder discover conflicts or ambiguity in the Bid Documents that require a decision or explanation, bidder may request an interpretation. Such a request shall be made in writing and delivered to the person identified on the cover page of this bid invitation no later than five (5) calendar days before the deadline for receipt of bids. Every interpretation made to bidders will be in the form of an Addendum issued by the City. Addenda, if issued, will be sent as promptly as possible to all parties that have been issued Bid Documents. Only properly issued Addenda shall be binding upon City; any oral and/or other form of interpretation or clarification will have no legal or contractual effect. Bidders shall acknowledge the receipt of Addenda on the Bid Form.
- E. **Bid Security** – Bidder shall submit bid security with the bid in an amount equal to at least ten percent (10%) of the total bid amount and in the form of a certified check, cashier's check or surety bond issued by an admitted surety insurer authorized to conduct business in the State of California. **The total amount of the successful bidder's bid security shall be forfeited to the City if the bidder fails to furnish bonds and insurance, as required, within ten (10) calendar days after being notified in writing by the City that the contract award has been made.**
- F. **Bonds and Insurance** – The successful bidder shall furnish Performance Bonds (Attachment B) in the amount equal to one hundred percent (100%) of the total bid amount and issued by an admitted insurer authorized to operate in the State of California. The only bond acceptable to the City shall be that included with this Invitation for Bids. The successful bidder shall also maintain throughout the performance of the work insurance coverage as specified in Section IV. L (Insurance) of Terms and Conditions.
- G. **Submission of Bid** - Bidder shall submit original (clearly marked 'Original') and one (1) copy (clearly marked 'Copy') of the completed Bid Form, together with any required attachments or explanatory materials, prior to the time and date set for receiving bids as stated on the cover page of this bid invitation or any modifying Addenda. Bid shall be delivered in a sealed ***envelope clearly marked with the applicable bid number*** addressed to:

City of Sunnyvale
Purchasing Division, City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707

Submission of a bid constitutes a representation by bidder that it has visited and examined the project site and is relying on its own examination and knowledge of the site in making its bid, and not on any representation by the City. No claim for additional compensation shall be allowed that is based on a failure to examine, or lack of Knowledge of, the work site.

H. Modification or Withdrawal of Bids

1. Before Date and Time for Receipt of Bids - Bids that contain mistakes discovered by a bidder before the date and time for receipt of bids may be modified or withdrawn by written notice to City's Purchasing Officer received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original bid.
2. After Date and Time for Receipt of Bids - A bidder may not modify its bid after the date and time set for receipt of bids. A bidder alleging a mistake in a bid may be permitted to withdraw its bid if bidder alleges that a mistake was made in its bid that made the price materially different than intended, provided that bidder gives written notice of the mistake and the manner in which it occurred to City's Purchasing Officer within five (5) calendar days following the deadline for receipt of bids and City's Purchasing Officer deems it to be in the best interest of the City.

I. Late Bids - Bidder shall be responsible for the timely delivery of bid. Bids received after the deadline for receipt of bids shall not be accepted and shall be returned to the bidder unopened unless necessary for identification purposes.

J. Public Opening of Bids - Each bid, irrespective of any defects or irregularities, that has been received prior to the deadline for receipt of bids, except those that have been properly withdrawn, will be publicly opened by a representative of the Purchasing Division at the date and time announced for such opening. If one or more members of the public are present, the name and address of each bidder and the total amount of each bid will be read aloud at or shortly following the deadline for receipt of bids.

K. Bid to Remain Open - The bidder shall guarantee its bid for a period of sixty (60) calendar days from the date of bid opening.

L. Non-Collusion Certification - By submitting a bid, bidder is certifying that it has not directly or indirectly been collusive with any other bidder in the preparation and submission of the bid. If at any time it shall be found that the bidder to whom a contract has been awarded has, in presenting the bid, colluded with any other party or parties, said bidder shall be liable to the City for all loss or damage which the City has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.

M. Bid Evaluation – City's Purchasing Officer will evaluate all bids received to determine if the bidder is responsive and responsible. A bidder will be deemed to be responsive if it has submitted a bid that conforms in all material respects to the requirements of the Bid Documents. A bidder will be deemed to be responsible if the bidder:

1. Has the ability, capacity, experience and skill to provide the goods in accordance with the bid specifications;
2. Has the ability to provide the goods promptly or within the time specified, without delay;
3. Has equipment, facilities and resources of such capacity and location to enable it to provide the goods;
4. Is able to provide future maintenance, repair, parts and service for goods, if required by the bid specifications;
5. Has a record of satisfactory or better performance under prior contracts with the City and other purchasers; and
6. Has complied with laws, regulations, guidelines and orders governing prior or existing contracts.

N. Discrepancies in Bid Form - If there are unit price bid items on the Bid Form and the total amount indicated for a unit price bid item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the total amount for the bid item shall be adjusted accordingly. Likewise, if there is more than one bid item on the Bid Form and the total does not equal the sum of the bid items, the individual amounts of the bid items shall govern, and the total shall be adjusted accordingly.

- O. Tie Bids** – In the event that an identical price is received from two or more responsive and responsible bidders, the City may re-advertise for bids or the successful bidder may be determined by the casting of lots with the tie bidders in public at a date and time set by City's Purchasing Officer.
- P. Sunnyvale Business License** – The successful bidder must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.
- Q. Contract Award** - Contract award will be made to the lowest responsive and responsible bidder(s). The acceptance of a bid will be evidenced by a written contract delivered to the successful bidder for execution.
- R. Contract Documents** - Contract documents will consist of this bid invitation; its attachment(s) and addenda, if any; the successful bidder's completed and signed Bid Form; the successful bidder's proof of insurance coverage; and an executed Contract (Attachment A).
- S. Reservations** - The City reserves the right to:
1. Postpone the date and time announced for receipt of bids by issuance of an Addendum at any time prior to the deadline for receipt of bids;
 2. Reject any bid that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Bid Form which are not in accordance with the Bid Documents;
 3. Make any investigations deemed necessary to determine if a bidder is responsive and responsible;
 4. In the event that only one bid is received in response to this bid invitation, require the sole bidder to submit cost or pricing data to assist in determining if the price is reasonable;
 5. Reject any or all bids, including any bids that are found to be non-responsive or submitted by a bidder that is not responsible;
 6. Waive minor defects or irregularities in any bid, provided that the discrepancy does not affect the bid amount or give the bidder an advantage over others;

SECTION III. SPECIFICATIONS

- A. Scope of Work** - Bidder shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to dredge and de-water approximately 600 tons (dry weight) of solids from the Water Pollution Control Plant's oxidation pond in accordance with the Detailed Project Specifications (Attachment C).
- B. Project Term/Time for Completion** – The project will be in operation for four (4) months, effective upon Issuance of Notice to Proceed. Mobilization and demobilization is to be included in this project term.
- C. Bidder Qualifications** – To be eligible and qualified for this project, bidders must have the following minimum qualifications and experience:
1. Must be licensed under the provisions of Chapter 9, Division 3 of the Business and Profession Code of the State of California to do the type of work contemplated in this project. The general class or type of work called for requires a Class "A" Contractor's License. The successful bidder shall maintain this license for the duration of the work.
 2. Must be experienced in both areas that are critical to the project's success: large scale hydraulic dredging (with an extensive record of successful wastewater oxidation pond projects) and mechanical dewatering (also with extensive experience specific to municipal wastewater sludge).
 3. Must have provided such dredging and dewatering services for at least five consecutive years prior to bidding and must demonstrate experience by providing detailed information on no fewer than three projects of similar (or greater) size and complexity to the proposed project. For each project, the following information shall be provided:
 - a. Project description – contracting agency, location, date and project duration.
 - b. Names of subcontractors – if any, or of prime contractor if the bidder was a subcontractor.
 - c. Technical details – description of ponds that were dredged (area, depth, number of ponds, type of treatment), volume or weight of sludge removed/dewatered, percent of total solids before and after dewatering, conditioning chemicals (if used) and type and size of equipment used. If weight of sludge is provided, indicate whether wet or dry weight basis.
 - d. Agency contact person(s) and phone number(s).
 - e. Any other information that demonstrates the bidder's experience.
 4. Must satisfy all bid requirements.
 5. Must prove to the City's satisfaction that it has the required qualifications, skill and experience as well as the necessary facilities and equipment to perform the specified work in a satisfactory manner as identified in the bid. In this regard, the bidder shall provide all reasonable supplemental information required by the City.
 6. Must provide high quality equipment in excellent condition. Dewatering equipment furnished by the bidder for this project shall be of modern design and recently manufactured (less than five years old).
- D. City's Responsibilities** – Refer to Sections C.3 and C.9 of Detailed Project Specifications (Attachment C).
- E. City's Project Manager** - The City's project manager will be Dan Hammons, Maintenance and Facility Manager at the Water Pollution Control Plant.

SECTION IV. TERMS AND CONDITIONS

- A. Nomenclature**
1. As used throughout this bid invitation and its attachments the following terms are synonymous:
 - a. "Supplier", "vendor", "contractor", "successful bidder" and "selected bidder".
 - b. "Contract" and "agreement".
 - c. "Services", "work", and "project".
 2. "The City" refers to the City of Sunnyvale, California.

- B. Prices** - All bid pricing is firm and not subject to escalation. By submitting a bid, Contractor represents and warrants that all prices quoted on the Bid Form are at least as low as those currently being quoted by Contractor to commercial or government users for the same work of similar scope under similar circumstances.
- C. Estimated Quantities** – The quantities listed are the City's best estimates on the amount of material required to develop the necessary operational data required for the project. Daily production rates will not exceed 10 tons per day unless directed to do so by the City, and the actual quantities required could be higher or lower. If in the course of the execution of the work, the City determines the project to be adversely impacting either the operation of the WPCP or its NPDES discharge requirements, the material quantities could be reduced or terminated in accordance with Section C.12 of the Detailed Project Specification (page 3) and the contractor will be paid for pond solids dredged and dewatered at the rates shown on the Bid Form.
- D. Taxes** - This purchase is subject to all applicable California sales and use taxes.
- E. Terms of Payment** - Full payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by City, whichever occurs last. Partial payments may be made with City's concurrence at no less than monthly intervals. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.
- F. Warranty** - Contractor warrants that the work performed under this contract complies with all specifications and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Bid Documents, it shall comply with nationally recognized codes and established industry standards. Contractor agrees that the aforementioned warranties shall be in addition to any warranties provided by law or offered by Contractor. In addition to any other right City may have, if any work is found not to be in compliance with specifications or if workmanship and/or materials are found to be defective within ninety (90) days after the conclusion of performance of the work, Contractor shall, at City's option, either refund to City the amount paid for the work or perform the work again in a proper manner to the extent necessary to provide the City with the result originally contemplated.
- G. Use of Subcontractors** - Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by City in advance in writing.
- H. Permits and Licenses** - Contractor shall obtain and maintain throughout the life of the Contract all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.
- I. Extra or Additional Work and Changes** - Contractor shall perform no extra or additional work or alter or deviate from the work specified herein unless agreed in writing by City. Extra work to which City has not agreed in advance in writing will not be compensated by City.
- J. Change Orders** - City shall have the right to revoke, amend, or modify the Contract at any time by issuance of a written Amendment. No verbal revocations, changes or modifications shall be held binding on City; and City is not required to compensate Contractor for services not authorized in advance by written Contract Amendment.
- K. Indemnification** - Contractor shall indemnify, defend and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.
- L. Insurance**
1. Contractor shall take out and maintain throughout the life of the Contract, at its own expense and from an admitted insurer authorized to operate in California, Workers' Compensation and Employer's Liability Insurance for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

2. Contractor shall take out and maintain throughout the life of the Contract, at its own expense and from an admitted insurer authorized to operate in California, such Commercial General Liability Insurance as shall protect Contractor, City, its officials, officers, directors, employees, and agents from claims which may arise from work performed under the Agreement, whether such work is performed by Contractor, by City, its officials, officers, directors, employees, or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single limit coverage applying to bodily and personal injury liability and property damage - \$1,000,000.
3. The liability insurance shall include, but shall not be limited to:
 - a. Protection against claims arising from bodily and personal injury and damage to property, resulting from Contractor's or City's operations, and use of owned or non-owned automobiles.
 - b. Coverage on an "occurrence" basis.
 - c. Broad form property damage liability. Deductible shall not exceed \$500 without prior written approval of the City.
 - d. Notice of cancellation to City at least thirty (30) days prior to the cancellation effective date.
4. The following endorsements shall be attached to the liability insurance policy:
 - a. The policy shall cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage shall be eliminated.
 - b. City shall be named as additional named insured with respect to the work to be performed under the Contract.
 - c. The coverage shall be primary insurance so that no other insurance effected by City will be called upon to contribute to a loss under this coverage.
5. Contractor shall submit Certificate(s) of Insurance and all required endorsements, along with the executed Contract, to the City's Purchasing Division within ten (10) calendar days of the date of notice of award of contract by City.

SECTION V. INSTRUCTIONS FOR COMPLETION OF BID FORM

- A. **Entries on Bid Form** - All entries shall be printed in ink or shall be typewritten.
- B. **Corrections** - Corrections shall be initialed in ink by the person signing the bid.
- C. **Bid Pricing** - Bid pricing shall be complete, including all costs for labor, supervision, methods or processes, implements, tools, machinery, equipment, transportation and materials required to complete the work described in the Bid Documents.
- D. **Additional Information** - All requested information must be provided. If necessary, bidder may attach additional sheets clearly cross referenced to the applicable bid item number. However, unnecessarily lengthy responses are discouraged.
- E. **Addenda** - Bidder shall indicate the number and date of all addenda received by bidder.
- F. **Signature** - Bid shall be signed by an authorized representative of bidder.

Attachment C
Oxidation Pond Sediment Removal Pilot Project
Detailed Project Specifications

A. Project Description

The City of Sunnyvale (City) seeks bids from qualified companies to perform a pilot project to dredge and de-water approximately 600 tons (dry weight basis) of solids from the Water Pollution Control Plant's (WPCP's) oxidation pond. The purpose of the pilot project is to demonstrate the concept, verify key engineering assumptions, and develop the necessary operational data for a subsequent full-scale Pond Rehabilitation Project. The pilot project will be conducted over a four month period, including approximately three months of actual operation and up to one month each for mobilization and demobilization. The ultimate goal of the full-scale project is return the oxidation ponds to their full treatment capacity by removing up to 1.6 million cubic yards of wastewater solids that have accumulated over a 40 year period.

B. Project Background

Over the last five years, WPCP management and consultant (EOA Inc) have investigated several conceptual alternatives for solids removal and subsequent dewatering/disposal. The preferred alternative emerged from this evaluation. This option would employ hydraulic dredging, screening to remove all debris larger than ½", followed by a two-stage de-watering process. The first stage would employ mechanical de-watering (belt filters) to remove the bulk of the water, followed by solar drying at the WPCP's existing de-watering facility or at the City's nearby sludge monofill.

The objective of the pilot project is to generate information for use in designing a long-term project. This information includes:

- Dredging system operational data: equipment performance and reliability.
- Dewatering system operational data: solids throughput, solids capture efficiency, coagulant type and dose, filter cake % solids, water usage, equipment reliability.
- Impact of dredging on pond performance, ability to meet NPDES discharge requirements, and odor generation.
- Impact of dredging and dewatering system on WPCP operations.

Results from the pilot project will be used to identify an appropriate size (tons/year processed), duration, and performance requirements for the full-scale project.

C. Pilot Project Requirements and Facilities

The following is a description of pilot project requirements, facilities to be provided by the successful bidder (referred to hereafter as Contractor) and by the City, and responsibilities of Contractor and other project team members. Bids shall reflect these requirements and assumptions.

1. The project shall be designed to produce a total of approximately 600 tons (dry weight basis) of dewatered solids at 20% to 25% moisture content. ("Dry weight basis" refers to the weight with no water present, as determined by analysis of a representative sample in accordance with Method 2540 G from "Standard Methods for the Examination of Water and Wastewater, 20th Edition". The "20% to 25% moisture content" value refers to the moisture content of the dewatered material produced by the belt filter).The production

rate shall be 10 tons dewatered solids per operating day (dry weight basis), which corresponds to 40-50 tons of de-watered solids per operating day (wet weight basis) at 20%-25% total solids. The daily production requirement is based on operating for 5 days per week, 12 hours a day, allowing 30 minutes for start-up and shut-down, and any maintenance/repair required. Contractors shall plan their facilities and base their bid prices upon meeting these production rates and operating schedules within plus or minus ten percent.

2. Material is to be dredged from the northeast corner of the large oxidation pond (pond 2). Although limited to a single area, the pilot project must demonstrate the ability of the dredging method to remove solids from the entire area of either pond. Preprocessing equipment (e.g. surge tank, screen) shall be located at the ponds. The Contractor is responsible for providing all power required to operate the dredge and preprocessing equipment.
3. Bids will need to include the cost of contractor conveyance piping the entire distance from the dredging location to the proposed belt press location. The physical distance from the NE corner of the large oxidation pond to the WPCP tertiary plant is approximately 5000 ft. The contractor shall provide a temporary pipeline from the tertiary plant to the dewatering area, a distance of approximately 1200 ft. That pipeline is to be located along (and inside) the WPCP northern fence. The pipeline is located along in environmentally sensitive area, and integrity of the pipeline is of great concern.
4. Dewatering equipment shall be located at the east end of the WPCP's sludge dewatering area. (See site map) The designated area is approximately 40' x 100' and is A/C paved. At that location, the WPCP will provide power (480 v 3ø up to 100 amp), water (up to 120 gpm), and drainage.
5. It is essential that equipment used for project be of the same type that would be employed for a long-term (and potentially scaled-up) project. All equipment used for the project shall be of high quality and excellent condition, and the system as a whole shall have an expected availability (stream factor) of at least 80%. Dewatering equipment used for the project shall be of modern design and recently manufactured (less than five years old).
6. The Contractor shall provide an auger conveying system (or other method) to move the dewatered solids to the drying area located immediately adjacent to the proposed equipment staging area. Discharge to either the flat asphalt drying to the south of the staging area or to the lagoon to the north of the staging area is acceptable. Actual location will be determined by the WPCP Operations Manager, to allow for adequate drying and on site storage.
7. The Contractor shall provide all other equipment and supplies necessary for operation of the dewatering system, including telemetry (if required) between the dredge and dewatering areas. The contractor shall also provide sanitary facilities for its employees at both areas.
8. The City will be responsible for moving dewatered solids from the point of discharge on the drying area, and for final drying and disposal of the material.
9. The City, in consultation with the contractor, will develop a sample plan and O&M data logs for the pilot project. The contractor shall be responsible for completion of the O&M logs on a daily basis. Samples will be collected by the City and/or Contractor personnel as specified in the sample plan. The City will be responsible for all analytical testing.

10. A summary of O&M data, including but not limited to run dates and times, sludge flows, belt speed, chemical usage, solids production rates, and maintenance data (including a description, time and duration of down time for all preventive or corrective maintenance) shall be maintained by the Contractor and provided to the City on a weekly basis. A final O&M report shall be submitted within 60 days of completing the pilot test. An engineering report will be developed using information submitted by the contractor and other information generated for the project.
11. Unless directed otherwise by City, the Contractor shall operate equipment continuously during the scheduled hours of operation so that the pilot study can generate a realistic evaluation of equipment reliability.
12. The City may direct the Contractor to stop operation or reduce production rates at any time, if the City determines that such action is necessary to avoid adverse impacts from the project on WPCP operations or the WPCP's ability to meet NPDES discharge requirements. The City shall have sole and complete discretion in making such a determination, and any such directive will be documented in writing. In the extreme case, where the pilot plant operations were terminated, the City would pay the Contractor for work completed up to that point, plus demobilization costs.
13. EOA Inc. will have the lead role in advising the WPCP Operations Manager in assessing impacts on treatment plant performance and NPDES compliance in his determination if the process needs to be terminated.

D. Basis for Payment

A production rate of 10 dry tons per day and 600 dry tons for the entire pilot project has been established. Payments to the Contractor will be based on mobilization and demobilization costs plus a price per dry ton produced. For any modifications or alterations in quantity see Section IV C. "Estimated Quantities" in the Terms and Conditions of the Invitation for Bids.